## DISABILITY INCOME POLICY

Policy Number: G0000041 Insured:

YOU MAY CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE FOR ASSISTANCE IN RESOLVING PROBLEMS WITH

CALIFORNIA DEPARTMENT OF INSURANCE, CONSUMER SERVICES DIVISION 300 SOUTH SPRING STREET, LOS ANGELES, CA 90013 TOLL FREE TELEPHONE NUMBER: 1-800-927-HELP

THIS POLICY IS GUARANTEED RENEWABLE TO THE POLICY ANNIVERSARY ON OR NEXT FOLLOWING YOUR 72ND BIRTHDAY. YOUR PREMIUM CAN BE CHANGED ONLY IF WE CHANGE IT ON ALL SIMILAR POLICIES IN THE SAME OCCUPATION CLASS WITH THE SAME ELIMINATION PERIOD IN YOUR STATE.

We agree to insure the person shown above as the Insured against losses resulting from Total Disability due to Injuries or Sicknesses which occur after the Coverage Effective Date, while this Policy is in force and are not excluded by name or specific description in this Policy. We guarantee You can keep this Policy in force to the Policy anniversary on or next following Your 72nd birthday, as long as You pay the required premiums when due, subject to the Grace Period allowed. We will make the payments according to all the provisions of this Policy, as included on this and the following pages of this Policy. This contract is made in consideration of the application and the payment of premiums as provided.

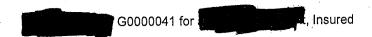
# NOTICE OF THIRTY DAY RIGHT TO CANCEL POLICY

If, for any reason, You are not satisfied with this Policy, You can return it to Us at Our Home Office within 30 days after You receive it. At that time, You should ask Us in writing to cancel it. We will consider this Policy as if it never existed. Any premium paid will be refunded to You.

## READ THIS POLICY CAREFULLY

This Policy is a legal contract between You and read it carefully. We want You to be pleased with the coverage it provides. To understand Your coverage, You must read this Policy as a whole.





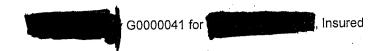
# POLICY GUIDE

Policy Schedule			 3	
Tolley Corleadio		•		
Definitions			 4	
Premiums	· · · · · · · · · · · · · · · · · · ·		 6	
•			•	
Total Disability Benefit		•••••	 6	
Waiver of Premium	· ·			
What Is Not Covered By This Policy				
Uniform Provisions			 9	
Additional Benefits (if any)				
Additional Benefits (if any)			 14	

A copy of Your application and any Supplementary Benefits are included at the back of this Policy.







# **POLICY SCHEDULE**

Insured:

Policy Number: G00000041

Coverage Effective Date: June 1, 2004

Policy Effective Date: July 1, 2004

Issue Age: 35

Total Premium Amount: \$59.10

Premium Mode: Monthly

Your premium will be waived after 90 days of Total Disability not excluded from coverage or after the Elimination Period if longer than 90 days. Please see the Waiver of Premium provision in the Policy for details.

## BENEFITS FOR TOTAL DISABILITY

## **INJURY**

Elimination Period:

Maximum Benefit Period:

Monthly Benefit Amount For On-Job Total Disability:

Monthly Benefit Amount For Off-Job Total Disability:

[0, 7, 14, 30, 60, 90, 180 Days]

[ 3, 6, 12, 24, 60 Months ]

[\$ 500.00] [\$1,500.00]

## **SICKNESS**

Elimination Period:

Maximum Benefit Period:

Monthly Benefit Amount For Total Disability:

[7, 14, 30, 60, 90, 180 Days]
[3, 6, 12, 24, 60 Months]

[\$1,500.00]

# **SUPPLEMENTARY BENEFITS**

(The Premium Amount shown below is included in the Total Premium Amount)

## MENTAL ILLNESS BENEFIT

Elimination Period:

Maximum Benefit Period:

Monthly Benefit Amount for Total Disability:

[7, 14, 30, 60, 90, 180 Days]

[3, 6, 12, 24 Months]

[\$ 750.00]

Premium Amount: [\$4.35]



#### **DEFINITIONS**

Coverage Effective Date is the date coverage becomes effective as shown in the Policy Schedule.

Disability or Disabled means Total Disability or Totally Disabled.

Elimination Period means the number of days of Total Disability that must elapse before benefits become payable. The number of days is shown in the Policy Schedule. Benefits are not payable, nor do they accrue, during an Elimination Period.

**Injury** or **Injuries** means physical harm or damage to the body. Carpal Tunnel Syndrome is considered to be a sickness.

**Insured** means the person who completed and signed the application and is covered under this Policy. The name of the Insured is shown in the Policy Schedule.

**Maximum Benefit Period** means the longest period of time for which benefits will be paid for a Disability. The number of months is shown in the Policy Schedule.

Off-Job Injury means an injury which occurs while You are not working at any job for pay or benefits.

On-Job Injury means an injury which occurs while You are working at any job for pay or benefits.

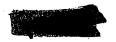
**Physician** means a person who is licensed by law, and is acting within the scope of such license, to treat Injuries or Sickness that results in Total Disability. A Physician cannot be You or anyone related to You by blood or marriage, a business or professional partner, or any person who has a financial affiliation or business interest with You.

Policy means the legal contract between You and Us. The Policy, any application(s), the Policy Schedule(s) and any attached papers that We call Riders, amendments, or endorsements make up the entire contract between You and Us.

Policy Effective Date means the date the first premium for this Policy is due. The Policy Effective Date is shown in the Policy Schedule. This date will be used to determine Policy years, months, and anniversaries.

## Pre-existing Condition means:

- (a)(1) You received medical treatment, care or services for a diagnosed condition or took prescribed medication for a diagnosed condition in the 12 months immediately prior to the Coverage Effective Date, or
- (2) You suffered from a physical or mental condition, whether diagnosed or undiagnosed, which was misrepresented or not disclosed in Your application (i) for which You received a Physician's advice or treatment within 12 months before the Coverage Effective Date, or (ii) which caused symptoms within 12 months before the Effective Date for which a prudent person would usually seek medical advice or treatment, and
- (b) the Disability caused or substantially contributed to by the condition begins in the first 12 months after the Coverage Effective Date.





## **DEFINITIONS (Continued)**

Recurrent Disability means Your becoming Disabled, ceasing to be Disabled, then becoming Disabled again for the same or related condition. The latter Disability will be considered a Recurrent Disability.

Regular Care of a Physician means You personally visit a Physician as frequently as is medically required, to effectively manage and treat Your disabling condition(s) and You are receiving appropriate medical treatment and care for Your disabling condition(s), which conforms with generally accepted medical standards.

Sickness means an illness or disease not caused by an Injury

Substantial and Material Acts means the important tasks, functions and operations generally required by employers from those engaged in Your Usual Occupation that cannot be reasonably omitted or modified. In determining what Substantial and Material Acts are necessary to pursue Your Usual Occupation, We will first look at the specific duties required by Your job. If You are unable to perform one or more of these duties with reasonable continuity, We will then determine whether those duties are customarily required of other individuals engaged in Your Usual Occupation. If any specific, material duties required of You by Your Job differ from the material duties customarily required of other individuals engaged in Your Usual Occupation, then We will not consider those duties in determining what Substantial and Material Acts are necessary to pursue Your Usual Occupation.

Total Disability or Totally Disabled means that as a result of Sickness or Injury You are unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue Your Usual Occupation in the usual or customary way.

After benefits have been paid for two years, Total Disability or Totally Disabled means:

That as a result of Sickness or Injury You are not able to engage with reasonable continuity in any occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, and physical and mental capacity.

**Usual Occupation** means any employment, business, trade or profession and the Substantial and Material Acts of the occupation You were regularly performing when the Disability began. Usual Occupation is not necessarily limited to the specific job You performed.

We, Us, Our means

y. Our Home Office is



You, Your and Yourself means the Insured, who is the owner of this Policy.

#### **PREMIUMS**

Premium Payments. The premiums for this Policy are shown in the Policy Schedule and must be paid to Us at Our Home Office.

If You do not pay the premiums when they are due or within the Grace Period, this Policy will end at the end of the Grace Period. The premium due dates are based on: (1) The Policy Effective Date shown in the Policy Schedule; and (2) The premium mode, which is how often You pay the premiums.



## PREMIUMS (Continued)

Our Right to Change Premiums. We have the right to change the premium We charge for this Policy. However, We cannot single You out for a rate change. If We make a change, it will be made on all similar policies in force in Your state with the same benefit period, elimination period, age group, industry class and form number. If We plan to make a change, We will send You a notice at least 31 days before the date the increase becomes effective. We will not change Your premium rate more than once in a 12month period.

Unpaid Premium. Upon the payment of a claim under this Policy, any premium then due and unpaid may be deducted from Your claim payment.

Changing the Way You Pay for This Policy. If You would like to change the way You pay for this Policy, You can notify Us in writing at Our Home Office. You may pay premiums by payroll deduction (if applicable), automatic bank draft, or by quarterly, semi-annual or annual payments.

## TOTAL DISABILITY BENEFIT

Total Disability or Totally Disabled means that as a result of Sickness or Injury You are unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue Your Usual Occupation in the usual or customary way.

After benefits have been paid for two years, Total Disability or Totally Disabled means:

That as a result of Sickness or Injury You are not able to engage with reasonable continuity in any occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, and physical and mental capacity.

Usual Occupation means any employment, business, trade or profession and the Substantial and Material Acts of the occupation You were regularly performing when the Disability began. Usual Occupation is not necessarily limited to the specific job You performed.

We will pay the Monthly Benefit Amount, as shown on the Policy Schedule, if You become Totally Disabled and are Disabled longer than the Elimination Period shown on the Policy Schedule as the result of an Injury or a Sickness while this Policy is in force.

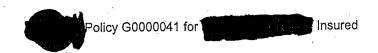
After the Elimination Period and up to the Maximum Benefit Period, We will pay the Monthly Benefit Amount shown on the Policy Schedule for as long as this coverage is in force and You remain Disabled. Elimination Period and Maximum Benefit Period are shown on the Policy Schedule. If the benefits are payable for less than a full month, We will pay benefits in a daily amount. A month is 30 days. The daily amount is one-thirtieth of the monthly amount.

Ongoing Care of a Physician

To continue receiving benefits, You must be under the Regular Care of a Physician unless Regular Care of a Physician will not improve Your disabling condition(s) or will not prevent a worsening of Your disabling condition(s).







Recurrent Disability means Your becoming Disabled, ceasing to be Disabled, then becoming Disabled again for the same or related condition. The latter Disability will be considered a Recurrent Disability.

Any Recurrent Disability caused by a Pre-Existing Condition will not be covered if it is a continuation of a previous Disability which began within the first 12 continuous months following the Policy Coverage Effective Date and for which benefits were not payable due to a Pre-Existing Condition.

Depending upon the facts, a Recurrent Disability will be treated as a continuation of the previous Disability or a new Disability as follows:

- (1) A continuation of the previous Disability, if You have returned to work for less than 6 months;
- (2) A new Disability, if You have returned to work for 6 months or more, working at least the same number of hours You were working before the previous Disability began;
- (3) A new Disability, if You did not have a job before the previous Disability began and You have ceased to be Disabled for 6 months or more; and
- (4) A continuation of the previous Disability for any circumstances not specifically listed above.

A new Disability is subject to a new Elimination Period and a new Maximum Benefit Period applies. A Disability that is considered a continuation of a previous Disability is not subject to a new Elimination Period, and a new Maximum Benefit Period does not apply. Elimination Period and Maximum Benefit Period are shown on the Policy Schedule.

We will pay benefits for only one Disability at a time, even if it is caused by more than one Injury, more than one Sickness, or an Injury and a Sickness.

Ongoing Care of a Physician

To continue receiving benefits, You must be under the Regular Care of a Physician unless Regular Care of a Physician will not improve Your disabling condition(s) or will not prevent a worsening of Your disabling condition(s).

Termination of Benefits. Benefits will automatically end on the earliest of the following:

- (1) You are no longer Totally Disabled;
- (2) You fail to provide proof of continuing Total Disability when requested;
- (3) You continue to be Totally Disabled beyond the Maximum Benefit Period shown in the Policy Schedule; or
- (4) Your death.

## WAIVER OF PREMIUM

After 90 days of Total Disability, or after the Elimination Period, if longer than 90 days, We will waive the payment of premiums which thereafter become due for as long as the Disability continues, but not beyond the Maximum Benefit Period. For premiums to be waived, Your Total Disability must be the result of an Injury or a Sickness.

After the Total Disability ends, or after the end of the Maximum Benefit Period, whichever is earlier, to keep this Policy in force, You must resume the payment of premiums by paying the next premium due. Thereafter, premiums will be due and payable as provided in this Policy.





## WHAT IS NOT COVERED BY THIS POLICY

We will not pay benefits for losses that are caused by or occur as the result of:

(1) War or act of war, whether declared or undeclared;

(2) Riding in or driving any motor-driven vehicle in a race, stunt show or speed test;

(3) Operating, learning to operate, serving as a crew member of or jumping or falling from any aircraft, including those which are not motor-driven. This does not include flying as a fare paying passenger;

(4) Engaging in hang-gliding, bungee jumping, parachuting, sailgliding, parasailing or parakiting

or any similar activities;

(5) A Disability to which a contributing cause was Your commission of or intent to commit a felony or to which a contributing cause was Your being engaged in an illegal occupation;

(6) Committing or trying to commit suicide or injuring Yourself intentionally, whether You are sane or not;

(7) Your being intoxicated or under the influence of any controlled substance unless administered on the advice of a Physician;

B) Practicing for or participating in any semi-professional or professional competitive athletic

contest for which You receive any type of compensation or remuneration;

(9) Having a psychiatric or psychological condition including but not limited to affective disorders, neuroses, anxiety, stress and adjustment reactions unless a Mental Illness supplementary benefit is included in this Policy. However, Alzheimer's disease and other organic senile dementias are covered under this Policy. If a Mental Illness supplementary benefit is included in this Policy, it will be shown under the Supplementary Benefits heading on the Policy Schedule on Page 3.

(10) Having a work-related Injury, unless an On-Job Total Disability benefit is shown on the

Policy Schedule;

(11) Giving birth within the first nine months after the Coverage Effective Date as the result of a normal pregnancy, including Cesarean. Complications of a pregnancy will be covered to the same extent as any other Sickness.

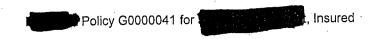
# PRE-EXISTING CONDITIONS EXCLUSION

You are not covered for a Disability caused or substantially contributed to by a pre-existing condition or medical or surgical treatment of a pre-existing condition.

#### Pre-existing Condition means:

- (a)(1) You received medical treatment, care or services for a diagnosed condition or took prescribed medication for a diagnosed condition in the 12 months immediately prior to the Coverage Effective Date, or
- (2) You suffered from a physical or mental condition, whether diagnosed or undiagnosed, which was misrepresented or not disclosed in Your application (i) for which You received a Physician's advice or treatment within 12 months before the Coverage Effective Date, or (ii) which caused symptoms within 12 months before the Effective Date for which a prudent person would usually seek medical advice or treatment, and
- (b) the Disability caused or substantially contributed to by the condition begins in the first 12 months after the Coverage Effective Date.





## UNIFORM PROVISIONS

**Entire Contract; Changes** 

This Policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by one of Our executive officers and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

# Time Limit on Certain Defenses

1. After two years from the Coverage Effective Date no misstatements, except fraudulent misstatements, made by You in the application for this Policy shall be used to void the Policy or to deny a claim for loss incurred or Disability (as defined in the Policy) commencing after the expiration of such two year period.

2. No claim for loss incurred or Disability (as defined in the Policy) commencing after twelve months from the Coverage Effective Date of this Policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the Coverage Effective Date of this Policy.

Grace Period

A grace period of 31 days will be granted for the payment of each premium falling due after the first premium, during which grace period the Policy shall continue in force.

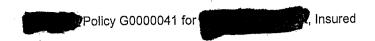
Reinstatement

If any renewal premium be not paid within the time granted You for payment, a subsequent acceptance of premium by Us or by an agent duly authorized by Us to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the Policy; provided, however, that if We or such agent required an application for reinstatement and issues a conditional receipt for the premium tendered, the Policy will be reinstated upon approval of such application by Us or, lacking such approval, upon the 45th day following the date of such conditional receipt unless. We have previously notified You in writing of Our disapproval of such application. The reinstated Policy shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement and loss due to such Sickness as may begin more than 10 days after such date. In all other respects, Your rights and Ours will remain the same thereunder previously held under the Policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

Notice of Claim

Written notice of claim must be given to Us within 20 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on Your behalf or on behalf of the beneficiary to Us at authorized agent of the Insurer, with information sufficient to identify You, shall be deemed notice to Us.





## **UNIFORM PROVISIONS (Continued)**

Claim Forms

We, upon receipt of a notice of claim, will furnish to You such forms as are usually furnished for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice, You shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering occurrence, the character and extent of the loss for which claim is made.

**Proofs of Loss** 

Written Proof of Loss must be furnished to Us at Our Home Office in case of claim for loss for which the Policy provided any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which We are liable and in case of claim for any other loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate or reduce and claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Time of Payment of Claim

Indemnities payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

**Payment of Claims** 

Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to Your estate. Any other accrued indemnities unpaid at Your death may, at Our option, be paid either to Your beneficiary or to Your estate. All other indemnities will be payable to You.

If any indemnity of this Policy shall be payable to Your estate, or to an Insured or beneficiary who is a minor or otherwise not competent to give a valid release, We may pay such indemnity, up to an amount not exceeding \$1,000, to any relative by blood or connection by marriage to You or a beneficiary who is deemed by Us to be equitably entitled thereto. Any payment made by Us in good faith pursuant to this provision shall fully discharge Us to the extent of such payment.

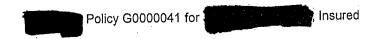
Physical Examinations and Autopsy

We, at Our own expense, shall have the right and opportunity to examine You when and as often as We may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.





## **UNIFORM PROVISIONS (Continued)**

Change of Beneficiary

Unless You make an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to You and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this Policy or to any change of beneficiary or beneficiaries, or to any other change in this Policy.

Misstatement of Age

If Your age has been misstated, all amounts payable under this Policy shall be such as the premium paid would have purchased at the correct age.

Conformity with State Statutes

Any provision of this Policy which, on its Coverage Effective Date, is in conflict with the statutes of the state in which You reside on such date is hereby amended to conform to the minimum requirements of such statutes.



## MENTAL ILLNESS BENEFIT

Mental Illness means any mental or emotional disorder or functional nervous disorder (except dementia resulting from stroke, trauma, infections or degenerative diseases such as Alzheimer's disease). To make a determination We may consult the Diagnostic and Statistical Manual of Mental Disorders (DSM), published by the American Psychiatric Association, most current as of the start of a Disability. Such mental illnesses include but are not limited to, psychotic, emotional or behavioral disorders. If the DSM is discontinued or replaced. We may consult the diagnostic manual then in use by the American Psychiatric Association as of the start of a Disability.

If You are Totally Disabled due to a Mental Illness, We will pay benefits for Total Disability as follows:

After the Elimination Period and up to the Maximum Benefit Period for the Mental Illness Benefit, We will pay the Monthly Benefit Amount for Total Disability for the Mental Illness Benefit as long as You remain Disabled. The Elimination Period, Maximum Benefit Period and Monthly Benefit Amount are shown in the Policy Schedule. This Maximum Benefit Period may be less than the Maximum Benefit Period for Total Disability.

If benefits are payable for less than a full month, We will pay benefits in a daily amount. A month is 30 days. The daily amount is one-thirtieth of the monthly amount.

Ongoing Care of a Physician

To continue receiving benefits, You must be under the Regular Care of a Physician unless Regular Care of a Physician will not improve Your disabling condition(s) or will not prevent a worsening of Your disabling condition(s).



# PRE-EXISTING CONDITION WAIVER RIDER

Any provision of the Policy to which this Rider is attached to the contrary notwithstanding, no claim of Total Disability commencing after the Coverage Effective Date shall be denied on the basis that the Total Disability was caused by a Pre-Existing Condition.

Any benefit payable will be determined according to the Policy Schedule, included in the Policy.

All other terms, conditions, limitations, and provisions of the Policy remain unchanged.

